

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL  
LEAGUE PLAYERS' CONCUSSION  
INJURY LITIGATION

Kevin Turner and Shawn Wooden,  
*on behalf of themselves and  
others similarly situated,*

Plaintiffs,

v.

National Football League and  
NFL Properties LLC,  
successor-in-interest to  
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

No. 2:12-md-02323-AB

MDL No. 2323

**Hon. Anita B. Brody**

Civ. Action No. 14-00029-AB

**STIPULATION AND [PROPOSED] ORDER**

Co-Lead Class Counsel and Class Member Fred Willis, individually and on behalf of his affiliated organizations, NFL Players Brains Matter™, HPN Neurologic®, and HPN Concussion Management® (collectively, "Willis"), hereby agree that Co-Lead Class Counsel's Motion for an Injunction Prohibiting Improper Communications with the Class by Class Member Fred Willis, through his Organizations, NFL Players Brains Matter™, HPN Neurologic®, and HPN Concussion Management®, or Otherwise [ECF No. 7175] be, and hereby is, withdrawn without prejudice, subject to the following terms, understandings, and conditions:

- (1) As provided herein and in the letter agreement dated April 13, 2017, Willis will continue to work cooperatively with Co-Lead Class Counsel and to provide information to assist in ensuring that members of the settlement class ("Class Members") receive accurate information concerning the Class Action Settlement Agreement (As Amended), dated February 13, 2015 [ECF No. 6481-1] ("Settlement"), that was finally approved by this Court on April 22, 2015.
- (2) Willis agrees to cease and desist certain communications with Class Members about the Settlement, either directly or through information posted to their websites. Specifically, Willis agrees to cease and desist any and all communications with Class Members that represent, advise, or suggest that a Qualifying Diagnosis, pursuant to the Settlement, may be obtained after January 7, 2017 from anyone other than a Qualified BAP (Baseline Assessment Program) Provider or Qualified MAF (Monetary Award Fund) Physician, as those terms are defined in the Settlement.
- (3) Willis agrees to remove from the websites, and to refrain from further making, the aforementioned representations to anyone in any format.
- (4) Willis further agrees to refrain from suggesting, encouraging, or otherwise attempting to persuade, including through the websites, Class Members to delay in registering for benefits under the Settlement or to decline to participate in the BAP.

So Stipulated and Agreed to by:

/s/Christopher A. Seeger

Christopher A. Seeger  
SEEGER WEISS LLP  
77 Water Street  
New York, NY 10005  
Phone: (212) 584-0700  
Fax: (212) 584-0799  
[cseeger@seegerweiss.com](mailto:cseeger@seegerweiss.com)  
*Co-Lead Class Counsel*

Fred Willis, individually, and on behalf of  
NFL Players Brains Matter™,  
HPN Neurologic®, and  
HPN Concussion Management®

Dated: \_\_\_\_\_

SO ORDERED:

Anita B. Brody  
United States District Judge